

988 **Q. What is the AIN platform and architecture?**

989 A. The AIN platform and architecture is the portion of AIN that has been unbundled  
990 by the FCC. The AIN platform and architecture consists of the physical  
991 components of the AIN (the SCE and SMS) and the AIN vendor-developed  
992 software intelligence. These are discussed in more detail in Mr. Novack's  
993 testimony.

994 **Q. What is the difference between the "AIN software" that is included in the**  
995 **AIN platform and architecture and the "AIN service software" that is *not***  
996 **included in the AIN platform?**

997 A. The "AIN software" that is included as part of the AIN architecture and platform  
998 is the AIN vendor-developed software intelligence that controls the AIN itself.  
999 "AIN service software," on the other hand, is comprised of proprietary AIN-based  
1000 services that have been developed by either SBC Illinois or a CLEC for placement  
1001 on the AIN.

1002 In terms of a personal computer, the "AIN software" would be similar to a  
1003 computer's operating system. This is vendor-provided software that actually runs  
1004 the AIN itself. On the other hand, "AIN service software" would be similar to a  
1005 company's own internally-developed software application. This is an AIN-based  
1006 service design that was not purchased from the vendor, but developed internally  
1007 for deployment over the AIN architecture.

1008 **Q. What requirements did the FCC establish regarding access to AIN?**

1009 A. The FCC found that ILECs do *not* have to provide unbundled access to  
1010 proprietary AIN-based software services such as Privacy Manager®. However,

1011 the FCC found that ILECs must provide unbundled access to its AIN databases as  
1012 discussed in more detail below.<sup>46</sup>

1013 The AIN platform and architecture, which again, is offered on an unbundled  
1014 basis, includes the following components:

- 1015     ▪ Service Creation Environment (“SCE”)
- 1016     ▪ Service Management Systems (“SMS”)
- 1017     ▪ AIN Software.<sup>47</sup>

1018 Unbundled access to the AIN platform and architecture allows CLECs “to create  
1019 their own AIN software solutions to provide services similar to Ameritech’s  
1020 ‘Privacy Manager.’”<sup>48</sup>

1021 **Q. How do the unbundling rules established by the FCC distinguish between**  
1022 **the AIN platform and architecture and proprietary AIN-based services?**

1023 A. The distinction between these two components is clearly outlined in the FCC  
1024 unbundling rules for call-related databases such as AIN.

1025 (2) *Call-Related Databases*: Call-related databases are defined as databases,  
1026 other than operations support systems, that are used in signaling networks  
1027 for billing and collection, or the transmission, routing, or other provision  
1028 of a telecommunications service.

1029 (A) For purposes of switch query and database response through a  
1030 signaling network, an incumbent LEC shall provide access to its call-  
1031 related databases, including but not limited to, the Calling Name  
1032 Database, 911 Database, E911 Database, Line Information Database,  
1033 Toll Free Calling Database, Advanced Intelligent Network Databases,

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<sup>46</sup> UNE Remand Order ¶ 419.

<sup>47</sup> As explained previously, the “AIN software” is the vendor software included with the AIN, not software developed by the ILEC to be deployed over the AIN

<sup>48</sup> UNE Remand Order at ¶ 419.

1034 and downstream number portability databases by means of physical  
1035 access at the signaling transfer point linked to the unbundled  
1036 databases.

1037 ***(B) Notwithstanding the incumbent LEC's general duty to unbundle***  
1038 ***call-related databases, an incumbent LEC shall not be required to***  
1039 ***unbundle the services created in the AIN platform and architecture***  
1040 ***that qualify for proprietary treatment.***

1041 (C) An incumbent LEC shall allow a requesting telecommunications  
1042 carrier that has purchased an incumbent LEC's local switching  
1043 capability to use the incumbent LEC's service control point element  
1044 in the same manner, and via the same signaling links, as the  
1045 incumbent LEC itself.

1046 (D) An incumbent LEC shall allow a requesting telecommunications  
1047 carrier that has deployed its own switch, and has linked that switch to  
1048 an incumbent LEC's signaling system, to gain access to the  
1049 incumbent LEC's service control point in a manner that allows the  
1050 requesting carrier to provide any call-related database-supported  
1051 services to customers served by the requesting telecommunications  
1052 carrier's switch.

1053 (E) An incumbent LEC shall provide a requesting telecommunications  
1054 carrier with access to call-related databases in a manner that complies  
1055 with section 222 of the Act.<sup>49</sup>

1056 **Q. Does SBC Illinois have processes in place whereby AT&T may obtain non-**  
1057 **discriminatory access to SBC Illinois' SCE and SMS?**

1058 A. Yes. SBC Illinois has processes available today for providing requesting CLECs  
1059 with nondiscriminatory access to its SCE and SMS. As part of this process, SBC  
1060 Illinois has created a CLEC guide to such access. A copy of the current guide is  
1061 provided as Schedule CAC-2 to my testimony.

1062 **Q. Would a "cookie cutter" type approach work for access to the SCE and**  
1063 **SMS?**

1064 A. No. A CLEC requests access to the SCE and SMS in order to work with SBC  
1065 Illinois to deploy a brand new, unique AIN-based service on SBC Illinois'  
1066 network. Each desired CLEC-developed service will have unique attributes and

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<sup>49</sup> 47 C.F.R. 51.319 (e) (2) (A-E) (emphasis added).

will interact differently with SBC Illinois' network. SBC Illinois will not know the specific technical and network requirements for the CLEC's desired service until after the CLEC has initiated a request. Accordingly, each request must be evaluated and handled individually in order for the desired deployment to be successful. For examples of some of the many factors that must be considered for each request, please see Schedule CAC-2.

**Q. Can you provide a brief explanation of how a CLEC would utilize access to the SCE and SMS?**

A. Yes. The SCE allows a provider to create its own proprietary product offering based on the CLEC service design. SBC Illinois allows direct access to the SCE for service creation.

The service management system ("SMS") allows a carrier to perform the administrative functions necessary for the service it has created. Typical administrative functions include modifications of customer data such as adds, deletes and changes.

**Q. How will the BFR process be utilized in this situation?**

A. Under the BFR process, the requesting CLEC will initially provide information necessary to allow SBC Illinois to determine which systems will be impacted by the service. SBC Illinois will then determine the areas where it will need to provide technical assistance to enable the CLEC to design the service in a manner that will function within SBC Illinois' network. SBC Illinois will provide the CLEC with TELRIC cost information. If sufficient detail is not provided,

1089 additional reviews will be performed which may result in revisions to the cost  
1090 information.

1091 **Q. Has AT&T requested access to SBC Illinois' SCE and SMS as described**  
1092 **above?**

1093 A. No. Although AT&T has the ability to do so under its current interconnection  
1094 agreement, AT&T has not submitted a formal request to obtain access to SBC  
1095 Illinois' SCE and SMS in Illinois.

1096 **Q. Is it reasonable to try to pre-define the terms, conditions and pricing for**  
1097 **access to the SCE and/or SMS in AT&T's interconnection agreement prior**  
1098 **to receiving a specific request?**

1099 A. No. As explained above, each request will be unique so it would be impractical to  
1100 try to predetermine the specific terms, conditions and pricing that would apply.  
1101 Instead, the specifics must be determined on a case-by-case basis because of the  
1102 nature of the offer.

1103 **Q. Do you have any rebuttal testimony on this issue?**

1104 A. Yes. AT&T witness Danial Noorani provided testimony on this issue,<sup>50</sup> although  
1105 his testimony primarily focused on UNE Issue 32a.

1106 **Q. Do you have an overall comment about Mr. Noorani's testimony on this**  
1107 **issue?**

1108 A. Yes. I am surprised that Mr. Noorani provides almost no testimony concerning  
1109 AT&T's proposal for gaining access to SBC Illinois' SCE and SMS. It is almost  
1110 as if AT&T does not want access to the SCE because it would undermine its  
1111 argument that SBC Illinois must provide unbundled access to Privacy Manager®.

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<sup>50</sup> Noorani Direct at pp. 62-71.

1112 **Q. What specific issues does Mr. Noorani raise in relation to the method in**  
1113 **which SBC Illinois proposes to provide AT&T with access to the AIN SCE**  
1114 **and SMS?**

1115 A. None. Mr. Noorani raises no concerns in his testimony regarding the manner in  
1116 which SBC Illinois provides AT&T with unbundled access to the AIN SCE and  
1117 SMS described in Schedule CAC-2.. The closest Mr. Noorani comes to even  
1118 addressing this issue is on page 64 of his testimony where he makes the  
1119 unsupported claim that “SBC Illinois has a history of discriminatory access to its  
1120 AIN SCE.” Mr. Noorani fails to back up this claim with any facts. This is not  
1121 surprising in light of the fact that AT&T agreed to the same language that SBC  
1122 Illinois’ proposed language in 9.2.8.21 in the other four states of SBC’s Midwest  
1123 region.

1124 **Q. How should the Commission resolve UNE Issue32.b?**

1125 A. The Commission should adopt SBC Illinois’ language for section 9.2.8.21 and  
1126 should reject AT&T’s language.

1127 **UNE ISSUES 8(A) AND 13**

1128 **UNE Issue 8(a): When SBC services are converted to UNE combinations, must**  
1129 **SBC guarantee that service to the end user will never be**  
1130 **disconnected during conversion?**

1131 **UNE Issue 13: Should the ICA contain terms and conditions relative to “pre-**  
1132 **existing” and new combinations as proposed by SBC Illinois?**

1133 **Q. Are you providing SBC Illinois’ main case for either of these issues?**

1134 A. No. I am only providing testimony in response to Mr. Noorani’s testimony on  
1135 these two issues, which happens to relate exclusively to line splitting.

1136 **Q. What is “line splitting”?**

1137 A. As AT&T has noted in other proceedings, line splitting is not a UNE. Instead,  
1138 line splitting is an activity in which AT&T may engage. Line splitting is the

shared use of an unbundled xDSL-capable loop for the provision of voice and data services where the ILEC (e.g., SBC Illinois) provides *neither* voice nor data services. AT&T has the ability to engage in line splitting today under its current interconnection agreement. SBC Illinois supports line splitting where AT&T purchases separate unbundled elements (including unbundled xDSL-capable loops, unbundled switching with shared transport, and cross-connects for these UNEs) and combines them with their own (or a partner CLEC's) splitter in a collocation arrangement.

**Q. Do you have any initial comments regarding this portion of Mr. Noorani's testimony?**

**A.** Yes. AT&T already made these arguments last year as part of the 271 proceeding in Docket 01-0662. In fact, Mr. Noorani's testimony is (for the most part anyway), taken word from word from a previous AT&T filing sponsored by Eva Fettig. The Commission has already considered and rejected these claims in Docket 01-0662 on two separate occasions – once in the Phase I order issued February 6, 2003, and then again in the Phase II order issued May 13, 2003. In the Phase I order, the Commission rejected AT&T's position by reducing the question of SBC Illinois' compliance with federal law to three relatively narrow scenarios, none of which included the position that AT&T vehemently fought for and which Mr. Noorani advocates here, i.e., that SBC Illinois must provide line splitting as a UNE platform that SBC Illinois provisions and maintains for the CLECs. May 13, 2003 Order, Docket 01-0662, ¶¶ 1580-1611 (incorporating the Phase I Order). The Commission again rejected these arguments in Phase II, again after AT&T repeated its position in the Phase II proceeding. May 13, 2003

1163 Order, Docket 01-0662 ¶¶ 1721-1726. While SBC Illinois would have preferred  
1164 not to revisit these issues in this proceeding, since Mr. Noorani chose to repeat the  
1165 claims, I am forced to repeat my response to them.

1166 **Q. Mr. Noorani claims that SBC Illinois' offerings supporting line splitting are**  
1167 **not consistent with the FCC's orders.<sup>51</sup> Is that accurate?**

1168 A. No. The FCC described ILECs' current line splitting obligations in paragraphs  
1169 18-19 of the *Line Sharing Reconsideration Order*.<sup>52</sup>

1170 We find that incumbent LECs have a current obligation to provide  
1171 competing carriers with the ability to engage in line splitting  
1172 arrangements. The Commission's existing rules require incumbent LECs  
1173 to provide competing carriers with access to unbundled loops in a manner  
1174 that allows the competing carrier "to provide any telecommunications  
1175 service that can be offered by means of that network element."<sup>53</sup> Our rules  
1176 also state that "[a]n incumbent LEC shall not impose limitations,  
1177 restrictions, or requirements on . . . the use of unbundled network elements  
1178 that would impair the ability of" a competing carrier "to offer a  
1179 telecommunications service in the manner" that the competing carrier  
1180 "intends."<sup>54</sup> We further note that the definition of "network element" in  
1181 the Act does not restrict the services that may be offered by a competing  
1182 carrier, and expressly includes "features, functions, and capabilities that  
1183 are provided by means of such facility or equipment."<sup>55</sup> As a result,  
1184 independent of the unbundling obligations associated with the high  
1185 frequency portion of the loop that are described in the *Line Sharing*  
1186 *Order*,<sup>56</sup> incumbent LECs must allow competing carriers to offer both  
1187 voice and data service over a single unbundled loop. This obligation  
1188 extends to situations where a competing carrier seeks to provide combined  
1189 voice and data services on the same loop, or where two competing carriers  
1190 join to provide voice and data services through line splitting.

1191 Thus, as AT&T and WorldCom contend, incumbent LECs have an  
1192 obligation to permit competing carriers to engage in line splitting using the

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<sup>51</sup> Noorani Direct at pp. 58-62.

<sup>52</sup> Deployment of Wireline Services Offering Advanced Telecommunications Capability, Third Report and Order on Reconsideration, CC Docket No. 98-147, (Released January 19, 2001).

<sup>53</sup> 47 C.F.R. § 51.307(c); *Texas 271 Order*, 15 FCC Rcd at 18515-16, para. 325. [Footnote from original text.]

<sup>54</sup> 47 C.F.R. § 51.309(a). [Footnote from original text.]

<sup>55</sup> 47 U.S.C. § 153(29). [Footnote from original text.]

<sup>56</sup> Deployment of Wireline Services Offering Advanced Telecommunications Capability, Third Report and Order, CC Docket No. 98-147, (Released December 9, 1999).



1193 UNE-platform where the competing carrier purchases the entire loop and  
1194 provides its own splitter.<sup>57</sup> For instance, if a competing carrier is  
1195 providing voice service using the UNE-platform, it can order an  
1196 unbundled xDSL-capable loop terminated to a collocated splitter and  
1197 DSLAM equipment and unbundled switching combined with shared  
1198 transport, *to replace* its existing UNE-platform arrangement with a  
1199 configuration that allows provisioning of both data and voice services.<sup>58</sup>  
1200 As we described in the *Texas 271 Order*, in this situation, the incumbent  
1201 must provide the loop that was part of the existing UNE-platform as the  
1202 unbundled xDSL-capable loop, unless the loop that was used for the UNE-  
1203 platform is not capable of providing xDSL service.<sup>59</sup> (emphasis added)

1204 The FCC clearly describes line splitting in exactly the same manner as supported  
1205 by SBC Illinois. The FCC has made it clear that, in order to engage in line  
1206 splitting, CLECs utilizing the UNE-P can *replace* an existing UNE-P with a DSL-  
1207 capable loop terminated to a DSLAM and unbundled switching with transport.

1208 I should also note that, in the two paragraphs quoted above, the FCC cited the  
1209 *Texas 271 Order* *four* times. In the *Texas 271 Order*, the FCC approved SBC  
1210 Texas' arrangements for supporting line splitting, which are the same as that  
1211 which SBC Illinois currently makes available to CLECs in Illinois. Furthermore,  
1212 the FCC also approved SBC's arrangements for supporting line splitting in  
1213 Arkansas, Kansas, Missouri, and Oklahoma in its 271 approval Orders for each of  
1214 those states.<sup>60</sup> Clearly, SBC Illinois' arrangements to support line splitting, which  
1215 provides CLECs with the exact same options as those available in SBC's  
1216 Southwest states, meets the FCC's requirements.

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<sup>57</sup> See *Texas 271 Order*, 15 FCC Rcd at 18515-16, para. 325; see also *Line Sharing Order*, 14 FCC Rcd at 20948, n.163 (contemplating arrangements with two competing carriers providing voice and data service on a single line). [Footnote from original text.]

<sup>58</sup> *Texas 271 Order*, 15 FCC Rcd at 18515-16, para. 325. Similarly, a competing carrier could use unbundled loop and switching elements to provide voice and data service to an end user not already served via the UNE-platform. [Footnote from original text.]

<sup>59</sup> *Texas 271 Order*, 15 FCC Rcd at 18515-16, para. 325. [Footnote from original text.]

<sup>60</sup> *Texas 271 Order* at pars. 323 – 329; *Kansas/Oklahoma 271 Order* at pars 220-221; Missouri/Arkansas 271 Order at para 106-109.

1217 **Q. Mr. Noorani provides a description for the term “UNE-P” as part of his line**  
1218 **splitting testimony. Is his description complete?**

1219 A. No. Mr. Noorani asserts that “UNE-P is the combination of UNEs necessary to  
1220 provide basic local exchange service to customers and includes the full  
1221 combination of switching, shared transport, and loop UNEs.”<sup>61</sup> However, Mr.  
1222 Noorani leaves out a very important factor in his discussion of line splitting. The  
1223 FCC defines the UNE-P product offering as a combination of certain of the  
1224 ILECs’ network elements, *i.e.*, the combination of loop, switching, and shared  
1225 transport within the ILEC’s network, which is provided to the CLEC as a  
1226 combination of UNEs. The UNE-P product offering is *wholly* contained within  
1227 the ILEC’s network. The UNE-P product offering does not include the CLEC’s  
1228 splitter, and therefore voice and data service cannot be provided using the UNE-P  
1229 product offering. Rather, in order to engage in line splitting, the UNE-P  
1230 arrangement must be taken apart and a splitter and DSLAM equipment installed  
1231 between the loop and switch port. The Commission acknowledged this fact in its  
1232 March 14<sup>th</sup> Order in Docket No. 00-0393 (at 54) where it stated: “Whenever DSL  
1233 service is added to an existing voice line, the loop and the switch port must be  
1234 separated (or, as AT&T asserts, “ripped apart”) in order to insert the splitter.” As  
1235 the Commission correctly stated, this “simply is a technological fact that can not  
1236 be avoided.”

1237 **Q. If it is not possible to engage in “line splitting” using the UNE-P product**  
1238 **offering (the combination of loop, switching, and shared transport in SBC**  
1239 **Illinois’ network), why did the FCC state in paragraph 19 of the *Line***

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<sup>61</sup> Noorani Direct Direct Testimony at p. 57.

***Sharing Reconsideration Order* that “incumbent LECs have an obligation to permit competing carriers to engage in line splitting using the UNE-platform where the competing carrier purchases the entire loop and provides its own splitter”?**

A. The first phrase of this sentence cannot be read in a vacuum, rather, the Commission’s meaning must be determined from the sentence (and paragraph 19) as a whole. It is clear that the FCC is not talking about a CLEC using the UNE-P product offering (the combination of loop, switching, and shared transport that is self contained in SBC Illinois’s network) to provide voice and data over the same loop, because the FCC specifically states in the second phrase of that sentence that the CLEC must purchase an unbundled loop and provide its own splitter in order to engage in line splitting. Of course, as the FCC stated, the incumbent must provide the loop that “was part of” the UNE-platform as that unbundled xDSL-capable loop, unless the loop “that was used for the UNE-platform” is not capable of supporting xDSL service.

What the FCC is getting at in the first sentence of paragraph 19 is that a CLEC that has ordered a UNE-P can replace that arrangement with a “line-splitting” arrangement, *where the CLEC will use all of the ILEC network elements that made up the UNE-P arrangement* (including the unbundled loop that was used by the CLEC in the UNE-P arrangement, if it is xDSL capable), plus elements that the CLEC provides itself (*i.e.*, the splitter).

This is confirmed later in paragraph 19 where the FCC explains that the manner in which a CLEC utilizing the UNE-P can engage in line splitting is by “order[ing] an xDSL-capable loop terminated to a collocated splitter and DSLAM equipment

and unbundled switching combined with shared transport, to replace its existing UNE-platform arrangement with a configuration that allows provisioning of both data and voice service.” The FCC also makes clear that the ILEC’s obligation is to “provide the loop that *was part of the existing UNE-P* as the unbundled xDSL-capable loop, unless the loop that was used for the UNE-platform is not capable of providing xDSL service.” *Id.* (emphasis added).

In the scenario identified by the FCC, the ILEC is not providing an end-to-end UNE combination. Rather, the ILEC is providing a stand-alone loop that terminates to a CLEC’s collocation arrangement and stand-alone switching combined with transport also terminated to a CLEC’s collocation arrangement. The actual connectivity and “combining” of the loop and switch port does not occur within the ILEC’s network. Instead, this function is provided by the CLEC.

Notably, in its March 14 Order in Docket No. 00-0393 (at 55), this Commission recognized that the CLEC, not the ILEC, would combine the UNEs that make up the UNE-P with a CLEC-owned splitter in order to engage in line splitting. The Commission stated:

[I]t is just as easy for AT&T to purchase and install, or team with a data CLEC that purchases and installs, its own splitters and combine those splitters with the UNEs that make up the UNE-P, as it is for Ameritech Illinois to perform those tasks. If the FCC thought that AT&T’s proposed “line splitting” requirement was necessary to the development of competition, it would have ordered ILECs to provide it. The FCC did not do so and we decline to do so at this time.

**Q. Why is the distinction between Mr Noorani’s proposed “line splitting” service and the type of “line splitting” arrangement described by the FCC important?**

1290 A. As I mentioned above, it is physically impossible to provide line splitting over the  
1291 UNE-P product offering. This is because with the UNE-P product offering, the  
1292 loop is connected directly to the switch port. As this Commission recognized in  
1293 its March 14 Order in Docket No. 00-0393 (at 54), in order to place a DSL signal  
1294 over a loop that is being used to provide voice service, the loop must be  
1295 physically separated from the switch port and both the loop and the switch port  
1296 must be terminated to the CLECs' splitter. Unfortunately, throughout his  
1297 testimony, Mr. Noorani uses the term UNE-P to describe both types of  
1298 arrangements, with no distinction. This imprecise usage is confusing at best and  
1299 misleading at worst.

1300 **Q. Mr. Noorani suggests that Ameritech Illinois should be required to treat the**  
1301 **unbundled network elements that are used in a line splitting arrangement as**  
1302 **a UNE-P offering. Is this reasonable?**

1303 A. No. When SBC Illinois physically hands off separate unbundled network  
1304 elements to a CLEC as it would to support a line splitting arrangement, SBC  
1305 Illinois does not have physical control of the CLEC's end-to-end service offering.  
1306 The UNEs that support a line splitting arrangement are terminated outside of SBC  
1307 Illinois' network, and are cross connected to a splitter and DSLAM equipment  
1308 that it does not own or control. SBC Illinois also does not have control over the  
1309 connections between the unbundled loop and the unbundled switch port. In fact,  
1310 SBC Illinois does not even know whether the CLEC has connected a particular  
1311 unbundled loop to a particular unbundled switch port. When SBC Illinois  
1312 provides the stand-alone UNEs to the CLEC, the CLEC is free to utilize them as it  
1313 sees fit. The CLEC could choose to connect the switch port to a different loop at

1314 any time, and SBC Illinois would never know. As a result, and in direct contrast  
1315 to a UNE-P which is in its exclusive control, SBC Illinois does not have control  
1316 over the services that are placed on the loop itself in a line splitting arrangement.  
1317 Clearly, it is inappropriate to treat stand-alone unbundled network elements as if  
1318 they were under the exclusive control of SBC Illinois.

1319 **Q. Mr. Noorani claims that “any subsequent changes” to UNEs currently**  
1320 **arranged to permit line splitting would be a new UNE combination. Do you**  
1321 **agree?**<sup>62</sup>

1322 A. No. Most of the changes that a CLEC could make to the UNEs used in a line  
1323 splitting arrangement would not result in a new UNE combination. For example,  
1324 a CLEC could move the loop and switching UNEs to a different termination  
1325 point, condition the loop, and change features of the switch port without creating  
1326 a UNE new combination. Since the unbundled elements used in a line splitting  
1327 arrangement are combined by the CLEC and not SBC Illinois, the CLEC has the  
1328 ability to rearrange the service at their will.

1329 **Q. Mr. Noorani asserts that SBC Illinois refuses to permit line splitting over the**  
1330 **UNE-P when the CLEC provides the splitter.**<sup>63</sup> **Is this assertion accurate?**

1331 A. No. As discussed above, it is physically impossible for a CLEC to engage in line  
1332 splitting over SBC Illinois' UNE-P offering because, per the FCC's definition,  
1333 SBC Illinois' UNE-P offering includes an unbundled loop that is connected  
1334 directly to an unbundled switch port with transport within SBC Illinois' network.  
1335 In order to engage in line splitting, the loop and the switch port *cannot* be  
1336 connected directly, rather, they *must* be disconnected and then re-connected to a

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<sup>62</sup> Noorani Direct Testimony at p. 58.

<sup>63</sup> Noorani Direct Testimony at p. 58.

1337 splitter – a fact the FCC has recognized and this Commission recognized in its  
1338 March 14 Order in Docket No. 00-0393 (at 54). Obviously, a CLEC splitter – a  
1339 piece of CLEC equipment outside of Ameritech Illinois’ network – is not part of  
1340 SBC Illinois’ UNE-P product offering.

1341 Consistent with the applicable FCC Orders, SBC Illinois permits CLECs to  
1342 engage in line splitting using a stand-alone xDSL-capable loop terminated to the  
1343 CLEC’s collocated splitter and a stand-alone unbundled switch port combined  
1344 with transport also terminated to the collocated splitter. Accordingly, to the  
1345 extent Mr. Noorani claims that Ameritech Illinois does not permit CLECs to  
1346 engage in line splitting when the CLEC provides it own splitter, Mr. Noorani is  
1347 wrong.

1348 **Q. Is it your understanding that the FCC’s discussion of the UNE-P issue in the**  
1349 ***Line Sharing Reconsideration Order* is consistent with your testimony and**  
1350 **with SBC Illinois’ unbundled network element offerings?**

1351 A. Yes. There are two primary reasons why I say this. First of all, the FCC’s  
1352 meaning is very clear from the language of the Order itself. The FCC specifically  
1353 discusses replacing an existing UNE-P arrangement with the stand-alone UNEs  
1354 that would enable a CLEC to engage in line splitting.

1355 Second, not only did the FCC’s *Line Sharing Reconsideration Order* cite to the  
1356 *Texas 271 Order* multiple times, as I mentioned above, but the FCC also used  
1357 identical language in both Orders when discussing the UNE Platform.

1358 In the *Line Sharing Reconsideration Order*, the FCC said (citing to the *Texas 271*  
1359 *Order*), “For instance, if a competing carrier is providing voice service using the

UNE-platform, it can order an unbundled xDSL-capable loop terminated to a collocated splitter and DSLAM equipment and unbundled switching combined with shared transport, to replace its existing UNE-platform arrangement with a configuration that allows provisioning of both data and voice services.”<sup>64</sup>

In the *Texas 271 Order*, the FCC stated, “The record reflects that SWBT allows competing carriers to provide both voice and data services over the UNE-P.” The FCC then went on to say, “For instance, if a competing carrier is providing voice service over the UNE-P, it can order an unbundled xDSL-capable loop terminated to a collocated splitter and DSLAM equipment and unbundled switching combined with shared transport to replace its UNE-P with a configuration that allows provisioning of both data and voice service.”<sup>65</sup> The language that the FCC used to describe SWBT’s offering is identical to the language that was later used in the *Line Sharing Reconsideration Order*. The only difference is the use of the abbreviation “UNE-P” instead of the term “UNE-Platform.”

SBC Texas’ UNE offerings in Texas that the FCC discussed and approved in the *Texas 271 Order* are identical to the UNE offerings that SBC Illinois currently makes available to CLECs. Specifically, line splitting *was not* (and could not be made) available over SBC Texas’ UNE-P product offering. Rather, CLECs could engage in line splitting using stand-alone unbundled elements in the exact same manner as that described by the FCC and as is currently made available by SBC Illinois. The FCC’s use of language in the *Line Sharing Reconsideration Order*

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<sup>64</sup> *Line Sharing Reconsideration Order* at ¶ 19.

<sup>65</sup> *Texas 271 Order* at ¶ 325.



1381 that is essentially identical to language in the *Texas 271 Order* that described SBC  
1382 Texas' specific product offerings establishes that the FCC's meaning in the two  
1383 Orders is the same.

1384 **Q. Mr. Noorani takes issue with the fact that a CLEC that wants to replace an**  
1385 **existing UNE-P product (the SBC Illinois-provided UNE-P combination)**  
1386 **with the separate UNEs necessary to enable the CLEC to engage in line**  
1387 **splitting must purchase a "new" xDSL-capable loop.<sup>66</sup> What does the FCC**  
1388 **say on this issue?**

1389 A. Again, in language that originally appeared in the *Texas 271 Order* which  
1390 described SBC Texas' identical offering, and subsequently appeared almost  
1391 verbatim in the *Line Sharing Reconsideration Order*, the FCC said that a CLEC  
1392 could "order an unbundled xDSL-capable loop terminated to a collocated splitter  
1393 and DSLAM equipment and unbundled switching combined with shared  
1394 transport, to replace its existing UNE-platform arrangement with a configuration  
1395 that allows provisioning of both data and voice services."<sup>67</sup> Essentially, the FCC  
1396 sanctioned replacing the POTS loop that was part of the existing UNE-P with an  
1397 xDSL-capable loop that would support line splitting. This is exactly what SBC  
1398 Illinois allows CLECs to do. The FCC also requires ILECs to provide the loop  
1399 that previously was part of the UNE-P as the unbundled xDSL-capable loop,  
1400 unless that loop is not capable of providing xDSL service. SBC Illinois complies  
1401 with this requirement.

1402 **Q. Similarly, Mr. Noorani asserts that a requirement for a CLEC to order an**  
1403 **xDSL-capable loop is inconsistent "with the FCC's requirement that CLECs**

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<sup>66</sup> Noorani Direct Testimony at pp. 59-60.

<sup>67</sup> *Line Sharing Reconsideration Order* at ¶ 19.

1404 **be able to re-use loops currently being used to provide voice services.”<sup>68</sup> Is**  
1405 **Mr. Noorani correct?**

1406 A. No. In the *Line Sharing Reconsideration Order*, the FCC specifically stated that  
1407 CLECs changing from an existing UNE-P to a configuration that would support  
1408 line splitting would order an xDSL-capable loop as part of its replacement of the  
1409 UNE-P with a configuration that supported “line splitting.” The FCC said the  
1410 same thing in the *Texas 271 Order*, when it described the UNE offerings provided  
1411 by SBC Texas to support CLEC line splitting arrangements. Clearly, the FCC  
1412 found the practice of requiring that a CLEC order an xDSL-capable loop to be  
1413 acceptable. And, as I noted above, if the loop that was previously part of the  
1414 CLEC’s UNE-P is xDSL-capable, SBC Illinois will provide that loop as the  
1415 xDSL-capable loop used by the CLEC to engage in “line splitting.”

1416 **Q. How do you respond to Mr. Noorani’s claim that such a requirement will**  
1417 **cause a loss of dial tone?<sup>69</sup>**

1418 A. As I explained above, before xDSL service can be provisioned over an unbundled  
1419 loop and unbundled switch port with transport (or any home-run copper  
1420 loop/switch port arrangement, for that matter) that is currently being used by a  
1421 CLEC to provide POTS service, the loop and the port *must* be physically  
1422 separated in order to place the splitter between the loop and the port. This  
1423 temporary loss of dial tone is required in either a “line sharing” or a “line  
1424 splitting” situation, as this Commission recognized in its March 14 Order in  
1425 Docket No. 00-0393 (at 54). Without the separation of the copper loop and the  
1426 switch port to insert the splitter, it would be physically impossible for line

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<sup>68</sup> Noorani Direct at fn. 8.

<sup>69</sup> Noorani Direct at p. 59.

1427           splitting to take place. It is the laws of physics, and not SBC Illinois'  
1428           requirements, that result in the brief loss of dial tone.

1429           Significantly, SBC Illinois manages CLEC orders to replace an existing UNE-P  
1430           combination with the separate unbundled network elements necessary to permit a  
1431           CLEC to engage in line splitting in a manner that ensures that the downtime  
1432           associated with such orders is minimized, and is similar to that associated with  
1433           “line sharing” orders requesting the HFPL UNE on an existing SBC Illinois  
1434           home-run copper loop over which SBC Illinois provides voice service.

1435   **Q.   Mr . Noorani implies that SBC Illinois’ rejection of the concept that a line**  
1436   **splitting arrangement is “currently combined” is simply a policy position.<sup>70</sup>**  
1437   **How do you respond?**

1438   A.   Contrary to the picture Mr. Noorani would like to paint, this is not a policy  
1439           question, but a physical fact. When SBC Illinois provides the separate UNEs that  
1440           AT&T would use in a line splitting arrangement, those elements are not  
1441           physically combined within SBC Illinois’ network. These elements are physically  
1442           separate. In order to create a physical combination within SBC Illinois’ network,  
1443           SBC Illinois would have to perform physical work.

1444           The truth of the matter is that it is AT&T, not SBC Illinois, that is playing word  
1445           games in order to try to obtain a more favorable result.

1446   **Q.   Mr. Noorani claims that a CLEC would not perform the work necessary to**  
1447   **combine the UNEs in a line splitting arrangement if more than one CLEC**  
1448   **were involved.<sup>71</sup> Is this true?**

1449   A.   No. The fact of the matter is that SBC Illinois provides separate UNEs to the  
1450           requesting CLEC when a CLEC (or two cooperating CLECs) choose to engage in

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<sup>70</sup> Noorani Direct at p. 60.

<sup>71</sup> Noorani Direct at p. 61.

1451 line splitting. Those physically separate elements are an unbundled xDSL-  
1452 capable loop and a separate ULS-ST port. Both are individually terminated to a  
1453 CLEC's collocation arrangement. Unless one of the CLECs involved in the line  
1454 splitting arrangement actually combines the elements, the end user will not have  
1455 voice service. This is a simple fact. If the port is not somehow connected to the  
1456 loop (through the CLEC's splitter), the end user will not have voice service.

1457 It is true that a CLEC could prewire its collocation arrangement so that the  
1458 combination would occur automatically once SBC Illinois provided the requested  
1459 UNEs. However, this does not change the fact that the combination occurs within  
1460 the CLEC's network.

1461 **Q. How does this relate to the issues in question?**

1462 A. Mr. Noorani never clearly relates this testimony back to the specific questions in  
1463 UNE Issue 8(a) and 13. Instead, he simply claims that the physically separate  
1464 UNEs in a line splitting arrangement should be considered to be the same thing as  
1465 SBC Illinois' UNE-P product offering which is physically self-contained within  
1466 SBC Illinois' own network.

1467 **Q. Are there specific concerns with AT&T's language, beyond that described**  
1468 **above, when applied to line splitting as Mr. Noorani has chosen to do?**

1469 A. Yes. Based on Mr. Noorani's testimony, it appears that AT&T's proposed  
1470 language for 9.3.1.2 requiring no service disruption would apply when moving  
1471 from a line splitting arrangement to a UNE-P combined entirely within SBC  
1472 Illinois' network. However, this is not physically possible. The existing elements  
1473 would be provisioned to AT&T's collocation arrangement (or that of a partnering  
1474 CLEC). The ULS-ST port would have to be physically removed from the

1475 collocation arrangement in order to connect it to a loop without going through  
1476 AT&T's network. This *will* result in the disruption of service.

1477 In regards to issue 8(a), it is unclear exactly how line splitting could be related.  
1478 The only assumption I can make is that AT&T is seeking to classify a request  
1479 requiring physical work as a request that does not in order to avoid paying for  
1480 work that they have caused.

1481 **Q. How should the Commission resolve these issues?**

1482 A. I remain perplexed about why Mr. Noorani engaged in this discussion of line  
1483 splitting, particularly when the Commission has recently rejected that position in  
1484 the 271 proceeding (Docket 01-0662) and when there is no apparent connection  
1485 between his discussion and the language AT&T proposes under Issue 8a. The  
1486 Commission should reject AT&T's language for Issue 8a because it certainly is  
1487 not supported by Mr. Noorani's testimony. Likewise, the Commission should  
1488 reject AT&T's opposition to SBC Illinois' language in Issue 13.

1489 There is certainly no reason for the Commission to wade back in to the "line  
1490 splitting" issue that it just addressed in Docket 01-0662.

1491 **LNP ISSUES 1 AND 2**

1492 **Q. What is "LNP"?**

1493 A. "LNP" is an acronym that stands for local number portability. LNP allows end  
1494 users customers to retain their telephone number when their voice service will be  
1495 provided from a different switch. For instance, assume all (312) 222-XXXX  
1496 telephone numbers typically reside in SBC Illinois' switch. AT&T has its own  
1497 switch and wins the local voice service for an end user with the telephone number

1498 (312) 222-1234. Normally, all calls to (312) 222-1234 would be routed to SBC  
1499 Illinois' switch. However, with LNP, AT&T can provision the end user's service  
1500 out of its own switch and allow the end user to retain the number. LNP allows  
1501 future calls to (312) 222-1234 to be routed to the new carrier's switch. Thus, it is  
1502 typically used to support service when a CLEC serves an end user with its own  
1503 loop and switch or with a UNE loop and its own switch.

1504 **LNP Issue 1: Should the ICA contain Hot Cut language over and above that**  
1505 **covered in the ICA's OSS Schedule 33.1?**

1506 **Q. What are the primary areas of dispute for LNP Issue 1?**

1507 A. There appear to be two primary areas of dispute for this issue. The major dispute  
1508 concerns whether SBC Illinois is entitled to receive compensation for the work  
1509 associated with a coordinated hot cut ("CHC"). Obviously, when SBC Illinois  
1510 performs work requested by AT&T on AT&T's behalf, SBC Illinois should  
1511 receive fair compensation for the work it performs.

1512 The second area of dispute is whether the coordinated hot cut language for LNP  
1513 should be included in the OSS Schedule 33.1 or in the Local Number Portability  
1514 ("LNP") Article 13. As I show in more detail below, the language is not OSS-  
1515 related, but defines specific operational terms for SBC Illinois' CHC offering that  
1516 supports LNP and should remain in Article 13.

1517 **Q. What is a coordinated hot cut?**

1518 A. When an end user switches service from SBC Illinois to a CLEC and retains its  
1519 existing telephone number, both SBC Illinois and the CLEC must make changes  
1520 in their networks to physically switch the service. A coordinated hot cut is an

1521 optional service in which SBC Illinois technicians take extra time to make sure  
1522 that both companies perform the service cutover at the same time.

1523 Under the standard process, a *non-CHC LNP request*, the CLEC indicates the start  
1524 time for the telephone number to be ported by specifying a frame due time  
1525 (“FDT”) on the service order. When a CLEC uses this option, SBC Illinois does  
1526 not contact the CLEC prior to beginning its work.<sup>72</sup>

1527 On a *CHC LNP request*, in addition to the work that is performed on an FDT  
1528 request, SBC Illinois coordinates with the CLEC and will not remove the  
1529 translations from the donor switch until SBC Illinois has received the CLEC’s  
1530 verbal instruction to begin. In some cases, this coordination effort may take very  
1531 little time. In other cases, it can take a great deal of time. This may happen, for  
1532 instance, when the CLEC is not ready at the originally requested time or if a large  
1533 volume of orders are involved. The CHC process provides a safety net to the  
1534 CLEC in the event it is unable to complete its own work at the originally  
1535 requested time. SBC Illinois is willing to provide this option to AT&T; however,  
1536 AT&T should compensate SBC Illinois for the additional work required for this  
1537 type of coordination.

1538 **Q.. What is the contract language in dispute?**

1539 A. SBC Illinois proposes to insert language in the ICA that AT&T objects to. The  
1540 language is as follows:

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<sup>72</sup> See agreed upon language in 13.3.1.4.

1541 13.4 COORDINATED HOT CUTS (CHC)

1542 13.4.1 A coordinated hot cut ("CHC") is an optional service that  
1543 permits the AT&T to request that SBC-Illinois hold translations in the  
1544 donor switch until the AT&T gives verbal instruction to implement the  
1545 porting. Where CHC is requested, both parties agree not to remove  
1546 translations for the ported number until instructions are received from the  
1547 requesting party. Upon notice from the requesting party to port the  
1548 telephone number, both parties agree to release translations with the  
1549 understanding that translations should be removed within 30 minutes, but  
1550 that circumstances can sometimes require a greater interval of time.

1551 13.4.2 When AT&T orders CHC service, SBC-Illinois shall  
1552 charge and AT&T agrees to pay for CHC service at the "additional labor"  
1553 rates set forth in the following applicable FCC Access Services Tariffs:

1554 13.4.2.1 AMERITECH - FCC No. 2 Access Services  
1555 Tariff, Section 13.2.6 (c)

1556 13.4.3 AT&T requesting CHC must provide SBC-Illinois an  
1557 access billing account number (BAN) to which charges can be applied.

1558

1559 AT&T witness Scott Finney offered no specific objection to 13.4.1 of this  
1560 language, so I assume there is no dispute there. This is not surprising, because  
1561 this language is consistent with the existing CHC process.

1562 **Q. Does AT&T object to 13.4.2 of your proposed language?**

1563 A Yes, and this appears to be the real bone of contention. AT&T objects to paying  
1564 for the additional time that SBC Illinois technicians must spend to perform a  
1565 coordinated hot cut.

1566 **Q. What is SBC Illinois' position on this issue?**

1567 A. A coordinated hot cut is an optional service available to AT&T that requires SBC  
1568 Illinois to expend additional labor. SBC Illinois developed this process to



1569 accommodate CLECs and devotes substantial technician time to perform this  
1570 work. SBC Illinois should be able to recover the labor costs associated with  
1571 providing this service to AT&T.

1572 **Q. What type of charge is SBC Illinois proposing?**

1573 A. SBC Illinois is simply proposing that AT&T pay for the additional labor  
1574 associated with the requested coordination. AT&T would be charged the tariff  
1575 rates based upon the actual time required.

1576 **Q. You said that the second dispute under LNP Issue 1 involves where in the**  
1577 **contract SBC Illinois' proposed language should go. You say that it should go**  
1578 **in Section 13 (LNP). AT&T says it should go in Section 33.1 (OSS). Why**  
1579 **was Schedule 33.1 created?**

1580 A. There were a number of terms and conditions that were contained in the OSS  
1581 Article 33 which were not truly OSS terms and conditions. A number of these  
1582 terms and conditions were moved out of OSS Article 33 and into a more  
1583 appropriate appendix or schedule. The remaining non-OSS terms and conditions  
1584 identified in Schedule 33 were moved to Schedule 33.1. It should be noted,  
1585 however, that the goal was to move all of the terms and conditions from Schedule  
1586 33.1 to a more appropriate schedule or appendix.

1587 Article 13 deals with LNP issues, and this is more of an LNP issue. Even AT&T  
1588 acknowledges that this issue pertains to LNP.<sup>73</sup> This is not an OSS issue. OSS  
1589 refers to an operations support system for ordering, provisioning or maintenance.  
1590 This issue involves a coordinated provisioning process – not a provisioning  
1591 system.

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<sup>73</sup> See generally Finney Direct pp. 4-6 and AT&T's position statement for Issue LNP 1 in the DPL.

1592 **Q. Mr. Finney claims that AT&T does not see a need for this language.<sup>74</sup> How**  
1593 **do you respond?**

1594 A. I am not sure I understand Mr. Finney's argument. If AT&T does not plan to use  
1595 SBC Illinois' CHC process, then AT&T would not incur any charges. However,  
1596 in the event that AT&T does decide to make use of this process, SBC Illinois is  
1597 entitled to receive cost recovery for the additional work required to provide the  
1598 service.

1599 **Q. How should the Commission resolve this issue?**

1600 A. The Commission should accept SBC Illinois' proposed language for 13.4.

1601 **LNP Issue 2: Must SBC-Illinois include Enhanced LNP process language in**  
1602 **the agreement?**

1603 **Q. What is the primary area of dispute for LNP Issue 2?**

1604 A. AT&T wants to include very detailed language in the ICA regarding a process  
1605 that has not yet been developed. This is completely inappropriate because there is  
1606 no way that contract language can accurately describe a process that is under  
1607 development. AT&T's language is particularly inappropriate because it does not  
1608 even accurately describe the process that SBC Illinois has under development. In  
1609 fact, AT&T's proposed language describes a process that may not even be  
1610 technically feasible in Illinois. For these reasons, the Commission should reject  
1611 the AT&T language.

1612 **Q. Can you please describe the enhanced LNP process that is at issue here?**

1613 A. SBC Illinois has plans to develop and roll out an enhanced LNP process. The  
1614 objective of the new process will be to provide an additional "safety net" for

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<sup>74</sup> Direct Testimony of Scott Finney on behalf of AT&T Communications of Illinois, Inc., TCG Illinois and TCG Chicago ("Finney Direct") p. 4.

1615 CLECs that place stand-alone LNP orders. The specific parameters for the  
1616 process are still being determined. However, the basic concept is that for orders  
1617 covered by the process, if the requesting CLEC fails to activate the telephone  
1618 number on the specified due date, SBC Illinois will electronically monitor the  
1619 progress of the request for a number of days, and then complete the order after the  
1620 CLEC activation is completed. Currently, SBC Illinois has a manual process that  
1621 provides a similar functionality.

1622 **Q. What are some of the steps SBC Illinois has taken to implement this process**  
1623 **in Illinois?**

1624 A. SBC Illinois has been communicating and working through implementation issues  
1625 for this process in the CLEC User Forum. When this process is rolled out, it will  
1626 be available to all CLECs. AT&T should not be allowed to shortchange the  
1627 development process by forcing language into this agreement when basic  
1628 questions of technical feasibility, timing, and methodology remain open. AT&T  
1629 is improperly using the arbitration process to sidestep on-going work in industry  
1630 collaboratives.

1631 **Q. If SBC Illinois does roll out an enhanced LNP process in the future, will it be**  
1632 **made available to AT&T?**

1633 A. Yes. SBC Illinois makes its ordering processes available to all CLECs on a non-  
1634 discriminatory basis. If SBC Illinois does make an enhanced LNP process  
1635 available in the future, AT&T will be able to use the process.

1636 **Q. AT&T argues that its language should be put into the agreement even before**  
1637 **the process is developed in order to avoid doing a contract amendment later**  
1638 **on. How do you respond?**

1639 A. This makes no sense to me. SBC Illinois and CLECs amend interconnection  
1640 agreements all the time. SBC Illinois and AT&T can certainly amend their  
1641 agreement to incorporate the enhanced LNP process once that process – and the  
1642 contract language accurately describing the process – have been finalized. There  
1643 is no need to put the cart before the horse by incorporating erroneous language at  
1644 this point.

1645 **Q. What is SBC Illinois' primary objection to AT&T's proposed language?**

1646 A. An enhanced LNP process was originally developed for SBC California. SBC  
1647 Illinois is currently planning to develop a similar process for Illinois. However,  
1648 because there are differences between the various systems in California and  
1649 Illinois, I anticipate that the final processes will have some differences.  
1650 Furthermore, AT&T's proposed language is not even consistent with the  
1651 enhanced LNP process that was rolled out in California. AT&T's proposed  
1652 language only reflects an early description of the California process that was later  
1653 revised as the California process development continued.

1654 **Q. Are there other concerns with placing this type of language in the ICA?**

1655 A. Yes. If the enhanced LNP is made available in Illinois, it will be a brand new  
1656 process. New processes may be modified after their initial roll-out in order to  
1657 improve or streamline the process. This type of mutually beneficial modification  
1658 would be hampered if the actual process details are set in concrete in the ICA.  
1659 SBC Illinois would be hampered in its ability to respond to the needs of the CLEC

1660 community as a whole because it would not be able to implement needed changes  
1661 until such changes were first resolved in a bilateral negotiation with AT&T. This  
1662 would clearly not be beneficial to competition.

1663 **Q. AT&T suggests that SBC Illinois seeks to hold the enhanced LNP process**  
1664 **hostage. Is this the case?**

1665 **A.** No. AT&T suggests in its position statement that the intent of SBC Illinois'  
1666 proposed language in 13.5.1 may be to keep AT&T from utilizing the enhanced  
1667 LNP process if it is rolled out in the future by forcing AT&T into negotiations.  
1668 This is not true. When the process is implemented it will be made available to all  
1669 CLECs on a non-discriminatory basis.

1670 In order to address AT&T's desire that its interconnection agreement contain  
1671 specific terms and conditions for the yet to be deployed enhanced LNP process,  
1672 SBC Illinois offered the following language:

1673 13.5 Enhanced LNP process.

1674 13.5.1 In the event that SBC-Illinois makes available new or  
1675 enhanced LNP processes to CLECs that are not described in this  
1676 Agreement, and AT&T desires to take advantage of such new or  
1677 enhanced LNP processes, AT&T will notify SBC-Illinois in  
1678 writing and the parties shall then negotiate appropriate terms and  
1679 conditions to be embodied in an amendment to this Agreement.

1680 This language, in effect, serves as a placeholder. It is SBC Illinois' position that  
1681 no language is needed at all, but SBC Illinois responded to AT&T's concerns by  
1682 proposing this language that makes it clear that AT&T will be able to take full  
1683 advantage of the enhanced LNP process when it becomes available.

- 1684 **Q. Do you have any comments regarding the benefits of the enhanced LNP**  
1685 **process outlined by Mr. Finney?**<sup>75</sup>
- 1686 A. Mr. Finney claims that the most significant benefit of the planned process is the  
1687 elimination of outages. However, this is misleading. SBC Illinois currently has  
1688 processes in place that provide this same benefit; however, the current process is  
1689 manual. The primary benefit of the planned enhanced LNP process is the  
1690 mechanization of functions that are currently only available manually. Mr.  
1691 Finney admits that because of the current manual process, AT&T has not  
1692 experienced “a significant number of outages.”<sup>76</sup>
- 1693 **Q. Mr. Finney claims that including AT&T’s proposed language will avoid the**  
1694 **need to negotiate an amendment later.**<sup>77</sup> **Do you agree?**
- 1695 A. No. As I explained above, the language that AT&T has proposed is factually  
1696 inaccurate and would need to be updated to reflect the process as it is actually  
1697 rolled out. Although SBC Illinois is willing to put placeholder language in  
1698 AT&T’s agreement to affirm that AT&T may incorporate an accurate description  
1699 of the process once it is finalized, in reality, there is no need for any language to  
1700 be included in the agreement at all. SBC Illinois will make the enhanced LNP  
1701 process available to all Illinois CLECs when it is rolled out. Attempting to  
1702 include the process in AT&T’s interconnection agreement through the  
1703 incorporation of an inaccurate description of the process is beneficial to no one.

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<sup>75</sup> Finney Direct at p. 7.

<sup>76</sup> Finney Direct at p. 8.

<sup>77</sup> Finney Direct at p 9.

1704 **Q. How should the Commission resolve this issue?**

1705 A. The Commission should find that it is inappropriate to attempt to include a  
1706 detailed definition of a non-existing process in an interconnection agreement and  
1707 reject AT&T's proposed language for section 13.5.

1708 **INTERCONNECTION ISSUE 10**

1709 **SS7 Issue 10: Should the charges for the use of each parties SS7 network be**  
1710 **reciprocal?**

1711 **Q. What is this issue about?**

1712 A. This is about whether Section 23.7.1 should be changed to allow AT&T to charge  
1713 SBC Illinois for SS7. In particular, AT&T wants to add the following sentence:

1714 Each Party shall charge the other Party reciprocal rates, set forth in each  
1715 Party's respective tariff, for CCS/CCIS signaling.

1716

1717 SBC Illinois opposes AT&T's proposed language and asks that the following  
23.7.1  
1718 sentence be added to ~~23.7.1~~ to clarify this matter going forward:

1719 AT&T may purchase SS7 by accessing SBC Illinois' SS7 network via "A-  
1720 links."

1721 **Q. What is SBC Illinois' position on the applicability of the charges for SS7**  
1722 **access discussed in Section 23.7.1?**

1723 A. The charges discussed in section 23.7.1 are intended to apply to the situation in  
1724 which AT&T is simply accessing SBC Illinois' SS7 network but does not  
1725 interconnect its own SS7 network with SBC Illinois' SS7 network for local calls.

1726 **Q. From a layman's perspective, what is the difference between AT&T simply**  
1727 **accessing SBC Illinois' SS7 network and AT&T interconnecting its own SS7**  
1728 **network with SBC Illinois' SS7 network?**

1729 A. There is a significant difference, and SBC Illinois witness Marc Novack describes  
1730 the difference in detail. At a high level, if AT&T chooses to access SBC Illinois'  
1731 SS7 network via an "A" link, it will simply connect its switch to SBC Illinois'  
1732 SS7 network in order to utilize SBC Illinois' SS7 network as a service. In this  
1733 instance, AT&T is not bringing its own SS7 network into the equation and is  
1734 simply using an SBC Illinois service.<sup>78</sup>

1735 On the other hand, if AT&T has its own comparable SS7 network for local calls,  
1736 it may choose to interconnect that network with SBC Illinois' SS7 network via  
1737 "D" links (also sometimes referred to as "B" links).<sup>79</sup> In this instance, AT&T and  
1738 SBC Illinois would be utilizing each other's SS7 network on a reciprocal basis.

1739 **Q. Why should there be a difference in the type of compensation based upon**  
1740 **whether AT&T accesses SBC Illinois' SS7 network via "A" links or**  
1741 **interconnects with SBC Illinois' network via "B" links?**

1742 A. If AT&T is using SBC Illinois' SS7 network but is not providing any equivalent  
1743 SS7 functionality to SBC Illinois, SBC Illinois should not pay AT&T because  
1744 AT&T is not providing SBC Illinois with anything. To the contrary, the standard  
1745 SS7 charges from the contract apply,<sup>80</sup> and AT&T should pay SBC Illinois for  
1746 that service.

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<sup>78</sup> See Article 23, Section 23.2.8.1.1; 23.3.4.2.1. Both of these sections describe an "A-link" connection to SBC Illinois' SS7 network.

<sup>79</sup> See Article 23, Section 23.2.8.1.2; 23.3.4.2.2. These sections describe a "B-Link" or a "D-Link" connection. To minimize any confusion, I will use the term "D-Link" throughout my testimony as this is the term used by Mr. Hammond.

<sup>80</sup> Alternatively, if AT&T purchased SS7 from an SBC Illinois tariff, the associated tariff provisions would apply.



1747 On the other hand, if both parties own comparable SS7 networks and interconnect  
1748 those networks to each other for their local calls, each party should simply be  
1749 responsible for interconnecting to the other party's network and no compensation  
1750 from either party is appropriate.

1751 **Q. Would you describe this as a "bill and keep" arrangement?**

1752 A. Close, but not exactly. In a "bill and keep" arrangement, each party actually  
1753 renders a bill to the other party, but there is no obligation to pay that bill. What  
1754 the Company is proposing is an arrangement where neither party bills the other  
1755 party for SS7 usage – again, assuming that each party has a comparable SS7  
1756 network and that each party provides comparable SS7 functionality to the other.  
1757 This would eliminate the need to track usage and to render bills, both of which  
1758 generate internal expenses that can be avoided.

1759 **Q. Is this the intent of SBC Illinois' original language in 23.7.1?**

1760 A. Yes. However, in order to provide additional clarity and avoid any potential  
1761 disputes in the future, SBC Illinois' proposes the additional clarifying language  
1762 shown above.

1763 **Q. Is it appropriate for the charges for SS7 signaling over "A" links to be set as**  
1764 **reciprocal as proposed by AT&T?**

1765 A. Absolutely not. As explained above, the SBC Illinois charges discussed in  
1766 Section 23.7.1 only apply when AT&T *accesses* SBC Illinois' SS7 network via an  
1767 "A" link on a non-reciprocal basis. In this instance, AT&T is not providing any  
1768 SS7 functionality to SBC Illinois and SBC Illinois gets absolutely no benefit from

1769 AT&T. Since AT&T is not providing any SS7 functionality, SBC Illinois should  
1770 not be required to compensate AT&T.

1771 **Q. Even if AT&T's proposed language were adopted, would it be appropriate to**  
1772 **expand that language to establish reciprocal rates for interconnection of local**  
1773 **SS7 networks?**

1774 A. No. To the extent that AT&T is actually seeking reciprocal rates for  
1775 interconnection of comparable SS7 networks AT&T's proposal should be rejected  
1776 as well. If AT&T and SBC Illinois were to interconnect comparable SS7  
1777 networks, both parties would benefit from the use of the other's SS7 network, and  
1778 both parties should simply bear the cost of their own network and their cost of  
1779 interconnecting. Neither party should charge the other party. Establishing a new  
1780 "reciprocal" type of billing for SS7 signaling in this type of arrangement is  
1781 unwarranted and is likely to simply create unnecessary additional work for both  
1782 carriers. This is especially true here where the rates AT&T wants to charge SBC  
1783 Illinois are *twice as high* as the rates that SBC Illinois would charge AT&T.  
1784 Quite simply, AT&T's proposal violates the two fundamental requirements of  
1785 reciprocal payment arrangements because it is neither reciprocal (because it does  
1786 not require the ILEC and the CLEC to each own and interconnect its SS7  
1787 network) nor symmetrical.

1788 **Q. If the Commission is inclined to go with AT&T's proposal, would you**  
1789 **recommend any modifications?**

1790 A. If the Commission believes that there should be some type of reciprocal  
1791 payments, then it should very clearly spell out that this is only appropriate where  
1792 AT&T owns an SS7 network that is comparable to SBC Illinois', only where

1793 AT&T interconnects that network with SBC Illinois' under a local  
1794 interconnection agreement, and only where the usage-based charges are *equal* in  
1795 both directions. Furthermore, the Commission should ensure that only  
1796 compensation that is not accounted for elsewhere in the interconnection  
1797 agreement should be included in said payments. AT&T's language does not do  
1798 any of this and is therefore inadequate.

1799 **Q. Did AT&T present any testimony on this issue?**

1800 A. Yes. AT&T witness Tom Hammond addressed this issue in both his direct  
1801 testimony and his additional direct testimony. I will provide rebuttal on areas of  
1802 his testimony that are not covered above.

1803 **Q. Are you responding to Mr. Hammond's comments regarding AT&T's**  
1804 **current interconnection agreement?**

1805 A. For the most part, no. In order to keep my testimony focused, I will primarily  
1806 address only Mr. Hammond's testimony concerning the appropriate terms and  
1807 conditions that should be established in AT&T's new interconnection agreement.  
1808 However, my decision to focus my testimony on the issue at hand should not be  
1809 construed as agreement with Mr. Hammond's statements regarding AT&T's  
1810 current agreement. It is simply a recognition that any disputes under the current  
1811 interconnection are not appropriate issues for arbitration.

1812 **Q. Is SBC Illinois currently billing the AT&T local operation ("AT&T local")**  
1813 **for the lease of D-links?<sup>81</sup>**

1814 A. No. Contrary to Mr. Hammond's statements, SBC Illinois is not billing AT&T  
1815 local for the lease of D-links.

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<sup>81</sup> Hammond Direct at p. 5.

- 1816 **Q. Is SBC Illinois SS7 network currently interconnected with an AT&T local**  
1817 **SS7 network<sup>82</sup>?**
- 1818 A. No. AT&T local is not providing any SS7 network functionality to SBC Illinois.  
1819 Contrary to Mr. Hammond's claims, AT&T local does not have an SS7 network  
1820 with which to interconnect.
- 1821 **Q. Does SBC Illinois use a portion of any D-link leased by AT&T local as Mr.**  
1822 **Hammond claims?<sup>83</sup>**
- 1823 A. No. As explained above, SBC Illinois' SS7 network is not interconnected with  
1824 any AT&T local SS7 network; therefore, SBC Illinois physically cannot use a  
1825 portion of a non-existent D-link.
- 1826 **Q. Is it true that SBC Illinois is currently billing AT&T local tariffed rates for**  
1827 **SS7 signaling?<sup>84</sup>**
- 1828 A. No. SBC Illinois is not billing AT&T local for SS7 signaling at the tariff rates.  
1829 However, it should be noted that should AT&T choose to purchase SS7 from the  
1830 access tariff, it would be bound by the terms of the tariff. However, as explained  
1831 above, if AT&T wishes to interconnect a comparable SS7 network with SBC  
1832 Illinois, each party would simply be responsible for maintaining its portion of the  
1833 network, and no SS7 specific charges would apply.
- 1834 **Q. Has AT&T local paid SBC Illinois for SS7 signaling?<sup>85</sup>**
- 1835 A. No. As explained above, SBC Illinois is not billing AT&T local for SS7  
1836 signaling.

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<sup>82</sup> Hammond Direct at p. 6. *See also* Additional Direct Testimony of Tom Hammond on Behalf of TCG Illinois, TCG Chicago, and AT&T Communications of Illinois, Inc., AT&T Exhibit, 7.1 ("Hammond Additional Direct") at p. 3.

<sup>83</sup> Hammond Additional Direct at p. 4.

<sup>84</sup> Hammond Direct at p. 6.

<sup>85</sup> Hammond Direct at p. 7.

1837 **Q. How do you explain this disconnect between you and Mr. Hammond?**

1838 A. Although Mr. Hammond specifically referenced AT&T local, he may actually be  
1839 referring to SS7 arrangements purchased from SBC Illinois' access tariff by  
1840 AT&T Long Distance. AT&T Long Distance has purchased SS7 links from SBC  
1841 Illinois' access tariff. These SS7 links were purchased and billed under AT&T  
1842 Long Distance's Access Carrier Name Abbreviation ("ACNA"), not the ACNA  
1843 of either AT&T Communications of Illinois, Inc., TCG Illinois, or TCG Chicago.  
1844 Of course, to the extent that AT&T Long Distance (or any other carrier) chooses  
1845 to purchase from the access tariff, the access tariff provisions will apply.  
1846 However, the terms of the access tariff are not an issue in this docket. Instead,  
1847 this proceeding will determine the appropriate SS7-related terms for AT&T's  
1848 interconnection agreement.

1849 **Q. If AT&T and SBC were to pay each other for ISUP messages (which they**  
1850 **should not), should SBC be required to pay AT&T's tariffed rates as Mr.**  
1851 **Hammond proposes?**

1852 A. No. According to Mr. Hammond's testimony, AT&T's tariffed rate for ISUP  
1853 messages is .00255 per message.<sup>86</sup> However, Mr. Hammond indicates that SBC  
1854 Illinois' tariffed rate for ISUP messages is only .001348 per message. Mr.  
1855 Hammond provides no absolutely no basis for this asymmetrical result.

1856 **Q. In his additional direct testimony, Mr. Hammond states that "SBC Illinois'**  
1857 **offer of A-Link interconnection is meaningless to [AT&T]."**<sup>87</sup> **How do you**  
1858 **respond?**

1859 A. As I explained above, under SBC Illinois's proposed language, SBC Illinois  
1860 would charge AT&T for SS7 links and signaling under the interconnection

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<sup>86</sup> Hammond Direct at p. 7.

<sup>87</sup> Hammond Additional Direct at p. 3.

1861 agreement *only* when AT&T purchased A-links and did *not* interconnect a  
1862 comparable SS7 network (via D-links) with SBC Illinois' SS7 network. To the  
1863 extent that AT&T does not intend to purchase A-links, AT&T should not be  
1864 concerned with this language.

1865 However, as I explained above, in the event that AT&T does choose to  
1866 interconnect a comparable SS7 network with SBC Illinois via the interconnection  
1867 agreement, both parties will benefit, and neither should charge the other.

1868 **Q. How should the Commission resolve this issue?**

1869 A. The Commission should adopt SBC Illinois' proposed language for section 7.1 of  
1870 Article 23 and reject AT&T's proposed language.

1871 **Q. Does this conclude your direct testimony?**

1872 A. Yes. It does.



June 5, 2002

Eva Fettig  
District Manager  
AT&T  
795 Folsom St  
San Francisco, CA 94107

Dear Eva:

**BFR Request: Preliminary Analysis**

Item:

AT&T and TCG have requested Privacy Manager in the state of Illinois.

Description:

AT&T and TCG have submitted a bona fide request (BFR) to SBC Ameritech Illinois (SBC) to make available Privacy Manager on an unbundled AIN basis, pursuant to the AIN provision in their Illinois Interconnection Agreement.

Preliminary Analysis:

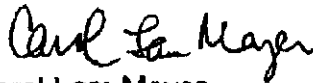
SBC has determined that it is not obligated to make Privacy Manager available as an unbundled AIN offering to AT&T and TCG pursuant to Section 2.5.2 of Schedule 9.2.5 of the Parties' current Interconnection Agreement. Section 2.5.2 states that SBC will make available on an unbundled basis only those AIN features existing at the time the Parties entered into the Interconnection Agreement ("Ameritech will make available existing AIN retail applications, as well as newly created services that AT&T creates..."). Privacy Manager was not an existing AIN application at the time the Interconnection Agreement was entered into. The Interconnection Agreement was entered into in January 1997 and Privacy Manager was deployed in Illinois in September 1998. Therefore, SBC is not obligated to make Privacy Manager available as an unbundled AIN offering to AT&T and TCG, and declines AT&T and TCG's BFR.

The AIN applications which were in existence when the Interconnection Agreement was entered into, and which are available on an unbundled basis to AT&T are Ameritech Call Control, Calling Name Delivery, Alternate Routing and Area Wide Network.

Should AT&T and TCG desire and upon AT&T's and/or TCG's request, SBC will research the technical feasibility of developing the four existing AIN applications/services on an unbundled basis with high level costs and analyze availability.

If you have any further questions regarding this matter, please feel free to contact me at 415-545-9840.

Sincerely,



Carol Lam Meyer  
Account Manager

cc: Sarah DeYoung  
Dave Young